

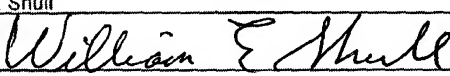
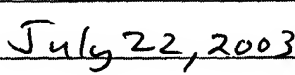
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|   |                                     |  |
|---|-------------------------------------|--|
| <b>REISSUE APPLICATION DECLARATION BY THE ASSIGNEE</b>  |                                     | Docket Number (optional)<br>980306U1R1 |
| I hereby declare that:<br>The residence, mailing address and citizenship of the inventors are stated below.<br>I am authorized to act on behalf of the following assignee: <u>Halliburton Energy Services, Inc.</u><br>and the title of my position with said assignee is: <u>Vice President</u><br>The entire title to the patent identified below is vested in said assignee.   |                                     |  |
| Inventor<br>Richard C. Haut   | Citizenship<br>US                   |  |
| Residence/Mailing Address<br>502 Lakebend, Sugarland, TX 77479-5831   |                                     |  |
| Inventor<br>Ian J. Mickelburgh  | Citizenship<br>FR                   |  |
| Residence/Mailing Address<br>4 Lot Stop, Lou Beth Soums, 64160 Buross, France   |                                     |  |
| <input checked="" type="checkbox"/> Additional Inventors are named on separately numbered sheets attached hereto.   |                                     |  |
| Patent Number<br>6,263,966 B1   | Date of Patent Issued<br>07/24/2001 |  |
| Title of Invention<br>EXPANDABLE WELL SCREEN  |                                     |  |
| I believe said inventor(s) to be the original and first inventor(s) of the subject matter which is described and claimed in said patent, for which a reissue patent is sought on the invention entitled:<br>EXPANDABLE WELL SCREEN<br>the specification of which<br><input checked="" type="checkbox"/> is attached hereto.<br><input type="checkbox"/> was filed on _____ as reissue application number _____ / _____<br>and was amended on _____<br>(If applicable)<br>I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.<br>I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.<br>I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)<br><input type="checkbox"/> by reason of a defective specification or drawing.<br><input checked="" type="checkbox"/> by reason of the patentee claiming more or less than he had the right to claim in the patent.<br><input type="checkbox"/> by reason of other errors. |                                     |  |

[Page 1 of 3]

Burden Hour Statement: This form is estimated to take 0.5 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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| <b>REISSUE APPLICATION DECLARATION BY THE ASSIGNEE</b>  |                     | Docket Number (Optional)<br>980306U1R1  |              |         |                     |                    |        |                      |        |               |        |                  |        |
|---|---------------------|---|--------------|---------|---------------------|--------------------|--------|----------------------|--------|---------------|--------|------------------|--------|
| <p>At least one error upon which reissue is based is described as follows:</p> <p>This is a broadening reissue. At least one error upon which the reissue is based is a failure to claim that to which the patentee is entitled, namely, a method and apparatus comprising a wellbore intersecting a formation and a well screen disposed within the wellbore forming an annulus, the screen radially expanded within sand flow inhibiting particulate matter deposited into the annulus.</p> <p style="text-align: center;">(Attach additional sheets, if needed.)</p> <p>All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant.</p> |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| <p>I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name(s)</th> <th style="text-align: left;">Registration Number</th> </tr> </thead> <tbody> <tr> <td>Peter V. Schroeder</td> <td>42,132</td> </tr> <tr> <td>Gerald G. Crutsinger</td> <td>25,110</td> </tr> <tr> <td>John F. Booth</td> <td>25,325</td> </tr> <tr> <td>Todd E. Albanesi</td> <td>36,426</td> </tr> </tbody> </table>   |                     |   |              | Name(s) | Registration Number | Peter V. Schroeder | 42,132 | Gerald G. Crutsinger | 25,110 | John F. Booth | 25,325 | Todd E. Albanesi | 36,426 |
| Name(s)   | Registration Number |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Peter V. Schroeder  | 42,132              |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Gerald G. Crutsinger  | 25,110              |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| John F. Booth   | 25,325              |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Todd E. Albanesi  | 36,426              |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| <p>Correspondence Address: Direct all communications about the application to:</p> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Customer Number <div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 10px;"></div> <div style="margin-left: 10px;">→</div> <div style="border: 1px solid black; padding: 5px; margin-left: 10px;"> Place Customer<br/>Number Bar Code<br/>Label Here </div> </div> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">Type Customer Number Here</p>  |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| <input checked="" type="checkbox"/> Firm or Individual Name   |                     | Peter V. Schroeder  |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Address   |                     | Crutsinger & Booth  |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Address   |                     | 1601 Elm Street, Suite 1950   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| City  | Dallas              | State   | TX           |         |                     |                    |        |                      |        |               |        |                  |        |
| Zip   | 75201-4744          |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Country   |                     | USA   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Telephone   | 214-220-0444        | Fax   | 214-220-0445 |         |                     |                    |        |                      |        |               |        |                  |        |
| <p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.</p>  |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Full name of person signing (given name, family name)   |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| William E. Shull  |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Signature   |                     | Date  |              |         |                     |                    |        |                      |        |               |        |                  |        |
|    |                     |  |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Address of Assignee   |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| Halliburton Energy Services, Inc.   |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |
| 4100 Clinton Drive, Building 01, 6th Floor, Houston, TX 77020   |                     |   |              |         |                     |                    |        |                      |        |               |        |                  |        |

REISSUE APPLICATION DECLARATION BY THE ASSIGNEE

Continuation of Inventors:

Inventor: Ronald G. Dusterhoft  
1902 Crescent Common Drive  
Katy, TX 77494  
Citizenship: US

Inventor: Pat York  
1027 White Sand Road  
Katy, TX 77450  
Citizenship: US

Inventor: Jackie LaFontaine  
3602 Cypresswood Drive  
Spring, TX 77388  
Citizenship: US

Continuation of appointment of attorney(s):

|                  |                         |
|------------------|-------------------------|
| David L. Joers   | Registration No. 31,526 |
| James O. Dixon   | Registration No. 18,814 |
| Angie M. Agustus | Registration No. 51,421 |

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Halliburton Energy Services, Inc.

Application No./Patent No.: 6,263,966 B1 Filed/Issue Date: July 24, 2001

Entitled: EXPANDABLE WELL SCREEN

Halliburton Energy Services, Inc., a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

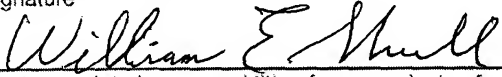
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

July 23, 2003  
Date  
214-220-0444  
Telephone number

Peter V. Schroeder  
Typed or printed name  
[Signature]  
Signature  
Attorney  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

|  |                                     |   |
|--|-------------------------------------|---|
| <b>REISSUE APPLICATION: CONSENT OF ASSIGNEE;<br/>STATEMENT OF NON-ASSIGNMENT</b>   |                                     | <b>Docket Number (Optional)</b><br>980306U1R1 |
| This is part of the application for a reissue patent based on the original patent identified below.  |                                     |   |
| Name of Patentee(s)<br>Richard C. Haut; Ian J. Mickelburgh; Ronald G. Dusterhoft; Pat York; Jackie LaFontaine  |                                     |   |
| Patent Number<br>6,263,966 B1  | Date Patent Issued<br>July 24, 2001 |   |
| Title of Invention<br>EXPANDABLE WELL SCREEN   |                                     |   |
| <p>1. <input checked="" type="checkbox"/> Filed herein is a statement under 37 CFR 3.73(b). (Form PTO/SB/96)</p> <p>2. <input type="checkbox"/> Ownership of the patent is in the inventor(s), and no assignment of the patent is in effect.</p> <p>One of boxes 1 or 2 above must be checked. If multiple assignees, complete this form for each assignee. If box 2 is checked, skip the next entry and go directly to "Name of Assignee".</p> <p>The written consent of all assignees and inventors owning an undivided interest in the original patent is included in this application for reissue.</p> |                                     |   |
| The assignee(s) owning an undivided interest in said original patent is/are <u>Halliburton Energy Services, Inc.</u> and the assignee(s) consents to the accompanying application for reissue.   |                                     |   |
| Name of assignee/inventor (if not assigned)<br>Halliburton Energy Services, Inc.   |                                     |   |
| Signature<br>   | Date<br>July 22, 2003               |   |
| Typed or printed name and title of person signing for assignee (if assigned)<br>William E. Shull<br>Vice President   |                                     |   |

This collection of information is required by 37 CFR 1.172. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 6 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

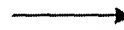
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|  |                               |                 |
|--|-------------------------------|-----------------|
| <b>REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT</b> | <b>Application Number</b>     | 09/220,289      |
|  | <b>Filing Date</b>            | 12/23/1998      |
|  | <b>First Named Inventor</b>   | Richard C. Haut |
|  | <b>Art Unit</b>               |                 |
|  | <b>Examiner Name</b>          |                 |
|  | <b>Attorney Docket Number</b> | 980306U1R1      |

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:☐ Customer NumberPlace Customer  
Number Bar Code  
Label here

OR

|   |                             |       |              |     |            |
|---|-----------------------------|-------|--------------|-----|------------|
| <input checked="" type="checkbox"/> Firm or Individual Name | CRUTSINGER & BOOTH          |       |              |     |            |
| Address   | 1601 Elm Street, Suite 1950 |       |              |     |            |
| Address   |                             |       |              |     |            |
| City  | Dallas                      |       |              |     |            |
| Country   | USA                         | State | TX           | Zip | 75201-4744 |
| Telephone   | 214-220-0444                | Fax   | 214-220-0445 |     |            |

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

|           |   |           |                                      |
|-----------|---|-----------|--------------------------------------|
| Name      | William E. Shull                          |           |                                      |
| Signature | <i>William E. Shull, Vice President *</i> |           |                                      |
| Date      | July 22, 2003                             | Telephone | <del>713 676 7910</del> 713 839 4501 |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2

\* Halliburton Energy Services, Inc.

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**POWER OF ATTORNEY OR  
AUTHORIZATION OF AGENT**

|                        |                        |
|------------------------|------------------------|
| Application Number     | 09/220,289             |
| Filing Date            | 12/23/1998             |
| First Named Inventor   | Richard C. Haut        |
| Title                  | EXPANDABLE WELL SCREEN |
| Art Unit               |                        |
| Examiner Name          |                        |
| Attorney Docket Number | 980306U1R1             |

I hereby appoint:

☐ Practitioners at Customer NumberPlace Customer  
Number Bar Code  
Label here

OR

☒ Practitioner(s) named below:

| Name                 | Registration Number |
|----------------------|---------------------|
| John F. Booth        | 25,325              |
| Gerald G. Crutsinger | 25,110              |
| Todd E. Albanesi     | 36,426              |
| Peter V. Schroeder   | 42,132              |

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☐ The above-mentioned Customer Number.

OR

☐ Practitioners at Customer Number.Place Customer  
Number Bar Code  
Label here

OR

|   |  |       |              |     |            |
|---|--|-------|--------------|-----|------------|
| <input checked="" type="checkbox"/> Firm or Individual Name | Peter V. Schroeder<br>CRUTSINGER & BOOTH |       |              |     |            |
| Address   | 1601 Elm Street, Suite 1950              |       |              |     |            |
| Address   |  |       |              |     |            |
| City  | Dallas                                   | State | TX           | Zip | 75201-4744 |
| Country   | USA                                      |       |              |     |            |
| Telephone   | 214-220-0444                             | Fax   | 214-220-0445 |     |            |

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).**SIGNATURE of Applicant or Assignee of Record**

|           |  |           |                       |
|-----------|--|-----------|-----------------------|
| Name      | William E. Shull                         |           |                       |
| Signature | <i>William E. Shull, Vice President*</i> |           |                       |
| Date      | July 22, 2003                            | Telephone | 713-676-7818 839-4501 |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**\* Halliburton Energy Services, Inc.**

CONTINUATION OF POWER OF ATTORNEY

Continuation of Practitioner(s) named:

David L. Joers

Registration No. 31,526

James O. Dixon

Registration No. 18,814

Angie M. Agustus

Registration No. 51,421



**COPY**

**PATENT  
980306 U1 USA**

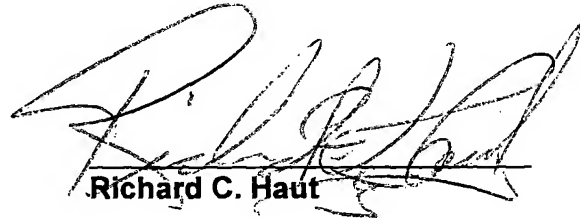
**ASSIGNMENT**

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by HALLIBURTON ENERGY SERVICES, INC., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Richard C. Haut, Ian J. Mickelburgh, Ronald G. Dusterhoff, Pat York and Jackie LaFontaine** having made an invention in an **"Expandable Well Screen"** while in the employ of HALLIBURTON ENERGY SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware, doing business at 2601 Beltline Road, Carrollton, Texas, 75006, (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said ASSIGNEE, its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in a **"Expandable Well Screen"**;
2. United States of America patent application on said invention, Attorney File No. **980306 U1 USA**, U.S. Serial No. **09/220,289**, filed **December 23, 1998**, US Patent No. **6,263,966**, Issued on **July 24, 2001** executed by us, entitled **"Expandable Well Screen"**;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitations, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention for infringement of said patents and like protection;
7. The right to ASSIGN **COPY** to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

8. All international rights of priority associated with said invention, applications, patents and like protection; and we covenant that we, our heirs, legal representatives, assigns, administrators, and executors will at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at Montgomery County, Texas, on the 30 day of May, 2003.

  
Richard C. Haut

STATE OF Texas §  
COUNTY OF Montgomery §  
§

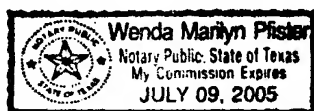
BEFORE ME, the undersigned authority, on this day personally appeared **Richard C. Haut** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30<sup>th</sup> day of May, 2003.

  
Notary Public

[SEAL]

My Commission Expires:



EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Ian J. Mickelburgh**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
**Ian J. Mickelburgh** known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at Harris County, Texas, on the 28 day  
of May, 2003.

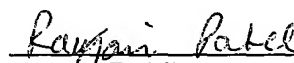
  
\_\_\_\_\_  
Ronald G. Dusterhoft

STATE OF Texas §  
  §  
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared **Ronald G. Dusterhoft** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28  
day of May, 2003.



  
\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Pat York**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **Pat York** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

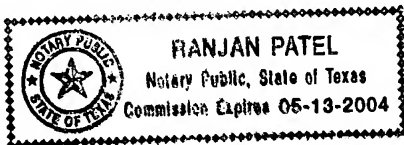
EXECUTED at Harris County, Texas, on the 28 day  
of May, 2003.

  
Jackie LaFontaine

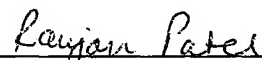
STATE OF Texas §  
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared **Jackie LaFontaine** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28  
day of May, 2003.



[SEAL]

  
Notary Public

My Commission Expires:

State of Delaware  
Office of the Secretary of State PAGE 1

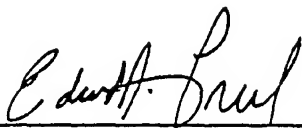
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"HALLIBURTON MERGE CO.", A DELAWARE CORPORATION,

WITH AND INTO "HALLIBURTON COMPANY" UNDER THE NAME OF "HALLIBURTON ENERGY SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF DECEMBER, A.D. 1996, AT 11:30 O'CLOCK A.M.



  
\_\_\_\_\_  
Edward J. Freel, Secretary of State

0170416 8100M

971006444

AUTHENTICATION: 8275637

DATE: 01-07-97

12/12/96 THU 12:13 FAX 1 302 651 7796

RICHARDS LAYTON #B7

STATE OF DELAWARE 002  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 11:30 AM 12/12/1996  
960365038 - 0170416

**AGREEMENT AND PLAN OF**

**REORGANIZATION**

**among Halliburton Company,**

**Halliburton Hold Co. and Halliburton Merge Co.**

---

**dated as of December 11, 1996**



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## AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION ("Agreement"), dated as of December 11, 1996, is among Halliburton Company, a Delaware corporation (the "Company"), Halliburton Hold Co., a Delaware corporation ("Holdco") and a direct, wholly owned subsidiary of the Company, and Halliburton Merge Co., a Delaware corporation ("Mergeco") and a direct, wholly owned subsidiary of Halliburton Delaware, Inc., a Delaware corporation ("Newco") that is itself a direct, wholly owned subsidiary of Holdco.

### RECITALS

A. The Company's authorized capital stock consists of (i) 200,000,000 shares of common stock, par value \$2.50 per share ("Company Common Stock"), of which 125,258,208 shares were issued and outstanding as of November 30, 1996 and 4,012,502 shares were held in treasury on such date, and (ii) 5,000,000 shares of preferred stock, without par value, none of which is currently outstanding but of which 2,000,000 shares have been designated as the Halliburton Company Series A Junior Participating Preferred Stock ("Company Series A Preferred Stock").

B. As of the date hereof, Holdco's authorized capital stock consists of (i) 200,000,000 shares of common stock, par value \$2.50 per share ("Holdco Common Stock"), of which 1,000 shares are issued and outstanding and no shares are held in treasury, and (ii) 5,000,000 shares of preferred stock, without par value, none of which is currently outstanding but of which 2,000,000 shares have been designated as the Halliburton Hold Co. Series A Junior Participating Preferred Stock ("Holdco Series A Preferred Stock").

C. The designations, rights and preferences, and the qualifications, limitations and restrictions thereof, of the Holdco Series A Preferred Stock and the Holdco Common Stock are the same as those of the Company Series A Preferred Stock and the Company Common Stock.

D. The Certificate of Incorporation and the By-laws of Holdco immediately after the Effective Time (as hereinafter defined) will contain provisions identical to the Certificate of Incorporation and By-laws of the Company immediately before the Effective Time (other than with respect to matters excepted by Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL")).

E. The directors of the Company immediately prior to the Merger (as hereinafter defined) will be the directors of Holdco as of the Effective Time.

F. Holdco, Newco and Mergeco are newly formed corporations organized for the purpose of participating in the transactions herein contemplated.

G. The Company desires to create a new holding company structure by merging Mergeco with and into the Company with the Company being the surviving corporation, and converting each outstanding share of Company Common Stock into a like number of shares of Holdco Common Stock, all in accordance with the terms of this Agreement.

H. The Boards of Directors of Holdco, Mergeco and the Company have approved this Agreement and the merger of Mergeco with and into the Company upon the terms and subject to the conditions set forth in this Agreement (the "Merger").

I. Pursuant to authority granted by the Board of Directors of the Company, the Company will, immediately prior to the Effective Time of the Merger, contribute to the capital of Holdco all of the shares of Company Common Stock then held by the Company in its treasury.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, Holdco and Mergeco hereby agree as follows:

## ARTICLE I THE MERGER

Section 1.1 *The Merger.* In accordance with Section 251(g) of the DGCL and subject to and upon the terms and conditions of this Agreement, Mergeco shall, at the Effective Time, be merged with and into the Company, the separate corporate existence of Mergeco shall cease and the Company shall continue as the surviving corporation. The Company as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." At the Effective Time, the effect of the Merger shall be as provided in Section 259 of the DGCL.

Section 1.2 *Effective Time.* The Merger shall become effective upon the filing, after the date hereof and on or before December 31, 1996, of a copy of this Agreement with the Secretary of State of the State of Delaware (the time of such filing being referred to herein as the "Effective Time").

Section 1.3 *Certificate of Incorporation.* From and after the Effective Time the Composite Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided by law; *provided, however, that, from and after the Effective Time:*

- (a) Article One thereof shall be amended so as to read in its entirety as follows:

"First: The name of this Corporation is Halliburton Energy Services, Inc."

- (b) Article Fourth thereof shall be amended so as to read in its entirety as follows:

"Fourth: The aggregate number of shares which the Corporation shall have authority to issue shall be one thousand (1,000), consisting of one thousand (1,000) shares of Common Stock, par value \$1.00 per share. No shares of the previously designated Series A Junior Participating Preferred Stock having been issued, such series is hereby terminated and all matters set forth in this certificate of incorporation with respect to such series are hereby eliminated from this certificate of incorporation."

- (c) A new Article Seventeenth shall be added thereto which shall be and read in its entirety as follows:

"Seventeenth: Any act or transaction by or involving the Corporation that requires for its adoption under the General Corporation Law of the State of Delaware or its certificate of incorporation the approval of the stockholders of the Corporation shall, by virtue of this reference to Section 251(g) of the General Corporation Law of the State of Delaware, require, in addition, the approval of the stockholders of Halliburton Company, a Delaware corporation (formerly Halliburton Hold Co.), or any successor thereto by merger, so long as such corporation or its successor is the ultimate parent, directly or indirectly, of this Corporation, by the same vote that is required by the General Corporation Law of the State of Delaware and/or the certificate of incorporation of this Corporation. For the purposes of this Article Seventeenth, the term "parent" shall mean a corporation that owns, directly or indirectly, at least a majority of the outstanding capital stock of this Corporation entitled to vote in the election of directors of this Corporation without regard to the occurrence of any contingency."

Section 1.4 *By-laws.* From and after the Effective Time, the By-laws of Mergeco, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

Section 1.5 *Directors.* The directors of Mergeco immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the By-laws of the Surviving Corporation or as otherwise provided by law.

Section 1.6 *Officers.* The officers of Mergeco immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the By-laws of the Surviving Corporation or as otherwise provided by law.

Section 1.7 *Additional Actions.* Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Mergeco or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Mergeco and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Mergeco and the Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 1.8 *Conversion of Securities.* At the Effective Time, by virtue of the Merger and without any action on the part of Holdco, Mergeco, the Company or the holder of any of the following securities:

(a) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Holdco Common Stock.

(b) Each share of Company Common Stock issued but held by Holdco in its treasury immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Holdco Common Stock held by Holdco in its treasury immediately after the Effective Time of the Merger.

(c) Each share of common stock, par value \$1.00 per share, of Mergeco issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of common stock, par value \$1.00 per share, of the Surviving Corporation.

(d) From and after the Effective Time, holders of certificates formerly evidencing Company Common Stock shall cease to have any rights as stockholders of the Company, except as provided by law; *provided, however*, that such holders shall have the rights set forth in Section 1.10 herein.

---

Section 1.9 *Preferred Share Purchase Rights.*

(a) In accordance with Section 36 of that certain Second Amended and Restated Rights Agreement dated as of December 15, 1995, as thereafter amended, between the Company and ChaseMellon Shareholder Services, L.L.C., as Rights Agent (the "Company Rights Plan"), each outstanding preferred share purchase right of the Company ("Company Purchase Right") shall terminate as of the Effective Time.

(b) Holdco shall, prior to the Effective Time, adopt a preferred share purchase rights plan (the "Holdco Rights Plan") substantially similar in form and substance to the Company Rights Plan and, in accordance therewith, Holdco shall, at the Effective Time but without duplication of Holdco's obligations under the Holdco Rights Plan, issue to each holder of Holdco Common Stock issued pursuant hereto one preferred share purchase right ("Holdco Purchase Right") for each share of Holdco Common Stock issued by it pursuant to Section 1.8(a) herein.

Section 1.10 *No Surrender of Certificates; Stock Transfer Books.* As a result of the provisions of Section 1.3 herein, in conjunction with the provisions of a certificate of amendment of certificate of incorporation of Holdco to be filed with the Secretary of State of the State of Delaware and to become effective immediately after the Effective Time, the corporate name of Holdco immediately following the Effective Time will be "Halliburton Company", the same name as the corporate name of the Company immediately prior to the Effective Time. Accordingly, until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate that, immediately prior to the Effective Time, evidenced Company Common Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of Holdco Common Stock into which such shares of Company Common Stock were converted pursuant to the provisions of Sections 1.8 (a) and (b) herein. In addition, immediately after the Effective Time, each such certificate shall also evidence a number of Holdco Purchase Rights equal to the number of Company Purchase Rights evidenced thereby immediately prior to the Effective Time of the Merger.

## ARTICLE II

### ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Section 2.1 *Company Indebtedness.* As of the date of this Agreement, the Company is a party to the following indentures (individually, an "Indenture" and, collectively, the "Indentures"):

(1) Senior Indenture (the "First Senior Indenture") dated as of January 2, 1991 between the Company and Texas Commerce Bank National Association, as trustee, pursuant to which the Company has heretofore issued \$200 million in aggregate principal amount of a series of 8.75% Debentures due February 15, 2021 (the "Debentures"), all of which currently remain outstanding; and

(2) Second Senior Indenture (the "Second Senior Indenture") dated as of December 1, 1996 between the Company and Texas Commerce Bank National Association, as trustee, pursuant to which no debt securities are currently outstanding; and

(3) Subordinated Indenture (the "Subordinated Indenture") dated as of January 2, 1991 between the Company and Texas Commerce Bank National Association, as trustee, pursuant to which no debt securities are currently outstanding.

As of the Effective Time, Holdco and the Company shall, with respect to each such Indenture and, in the case of the First Senior Indenture, with respect to the Debentures outstanding thereunder,



together with the trustee under each Indenture, execute, acknowledge and deliver indentures supplemental (each, a "Supplemental Indenture") to each of such Indentures pursuant to which Holdco shall assume and agree to perform all obligations of the Company thereunder without, subject to certain exceptions set forth in such Supplemental Indentures, releasing the Company from such obligations and Holdco will agree to pay, perform and discharge all obligations of the Company under the Debentures.

**Section 2.2 *Assumption of Benefit Plans.*** Holdco and the Company hereby agree that they will, at the Effective Time, execute, acknowledge and deliver an assumption agreement pursuant to which Holdco will, from and after the Effective Time, assume and agree to perform all obligations of the Company pursuant to the Halliburton Company Career Executive Incentive Stock Plan, the 1993 Stock and Long-Term Incentive Plan, the Landmark Graphics Corporation 1984 Incentive Stock Option Plan, the Landmark Graphics Corporation 1985 Incentive Stock Option Plan, the Landmark Graphics Corporation 1987 Nonqualified Stock Option Plan, the Landmark Graphics Corporation 1989 Flexible Stock Option Plan, the Landmark Graphics Corporation Directors' Stock Option Plan, the Landmark Graphics Corporation Consultants' Stock Option Plan, the Landmark Graphics Corporation 1990 Employee Stock Option Plan and the Landmark Graphics Corporation 1994 Flexible Incentive Plan (the "Benefit Plans").

**Section 2.3 *Reservation of Shares.*** On or prior to the Effective Time, Holdco will reserve sufficient shares of Holdco Common Stock to provide for the issuance of Holdco Common Stock upon exercise of options outstanding under the Benefit Plans and will reserve a number of shares of Holdco Series A Preferred Stock sufficient to provide for the issuance thereof upon exercise of Holdco Purchase Rights.

### ARTICLE III CONDITIONS OF MERGER

**Section 3.1 *Conditions Precedent.*** The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto of each of the following conditions:

- (a) Prior to the Effective Time, the Holdco Common Stock to be issued pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the New York Stock Exchange.

(b) Holdco shall have adopted the Holdco Rights Plan and distributed Holdco Purchase Rights as a dividend on the then issued and outstanding shares of Holdco Common Stock, and, prior to the Effective Time, the Holdco Purchase Rights to be issued in conjunction with the issuance of Holdco Common Stock pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the New York Stock Exchange.

(c) The Company, Holdco and the Trustee shall have executed and delivered the Supplemental Indentures contemplated by Article II herein subject only to the occurrence of the Effective Time of the Merger.

(d) Prior to the Effective Time, the Company shall have received certain revenue rulings from the Internal Revenue Service requested by it pursuant to a letter dated August 30, 1996, to the Internal Revenue Service from Vinson & Elkins L.L.P., counsel to the Company.

(e) Prior to the Effective Time, Vinson & Elkins L.L.P., counsel to the Company, shall have received an interpretive or no-action letter from the Securities and Exchange Commission, in form and substance satisfactory to the Company, in response to that certain request therefor dated December 6, 1996 from such firm.

(f) Prior to the Effective Time, Vinson & Elkins L.L.P., counsel to the Company, shall have rendered an opinion to the Board of Directors of the Company, in form and substance satisfactory to the Company, to the effect that the Merger will constitute a tax-free reorganization under Section 368(a) of the Code and that no gain or loss will be recognized by the stockholders of the Company upon receipt to the Holdco Common Stock in exchange for their shares of Company Common Stock pursuant to the Merger.

(g) Prior to the Effective Time, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

#### ARTICLE IV COVENANTS

Section 4.1 *Election of Directors.* Effective as of the Effective Time, the Company, in its capacity as the sole stockholder of Holdco, will remove each of the then directors of Holdco, will cause the board of directors of Holdco to effect such amendments to the bylaws of Holdco as are necessary to increase the number of directors of Holdco to equal the number of directors of the Company and will elect each person who is then a member of the board of directors of the Company as a director of Holdco, each of whom shall serve until the next annual meeting of shareholders of Holdco and until his successor shall have been elected and qualified.

Section 4.2 *Listing of Holding Company Common Stock.* Holdco will use its best efforts to obtain, at or before the Effective Time, authorization to list, upon official notice of issuance, on the New York Stock Exchange Holdco Common Stock issuable pursuant to the Merger and Holdco Purchase Rights issuable in conjunction therewith.

Section 4.3 *Employee Benefit Plans.* The Company and Holdco will take or cause to be taken all actions necessary or desirable in order for Holdco to assume the Benefit Plans and to assume (or become a participating employer in) each other existing employee benefit plan and agreement of the Company, with or without amendments, or to adopt comparable plans, all to the extent deemed appropriate by the Company and Holdco and permitted under applicable law.

Section 4.4 *Change in Capitalization.* Prior to the Effective Time, Holdco and the Company agree to take all action necessary or desirable under the DGCL to designate 2,000,000 shares of Preferred Stock of Holdco as Series A Junior Participating Preferred Stock having terms and provisions substantially similar to those of the Company's Series A Junior Participating Preferred Stock.

Section 4.5 *Change of Name of Holdco.* Holdco and the Company will take or cause to be taken all such actions as may be necessary or desirable to effect an amendment to the Certificate of Incorporation of Holdco immediately after the Effective Time changing the name of Holdco to "Halliburton Company".

Section 4.6 *Contribution of Treasury Stock.* Immediately prior to the Effective Time, the Company will contribute to the capital of Holdco all the Company Common Stock then held in the treasury of the Company.

Section 4.7 *Contribution of Outstanding Holdco Stock.* At the Effective Time, the Company will contribute to the capital of Holdco all shares of Holdco Common Stock and all Holdco Purchase Rights outstanding immediately prior to the Merger and owned of record and beneficially by the Company.

Section 4.8 *Contribution of Alphabet Stock.* Prior to the Merger, the Company shall cause Brown & Root Holdings, Inc., a Delaware corporation ("BRHI"), to contribute all the outstanding capital stock designated Series B issued by Halliburton Holdings, Inc. ("HHI") and owned by BRHI to Brown & Root, Inc., a Texas corporation.

Section 4.9 *InterCompany Stock Distributions.* Promptly after the Effective Time, the Surviving Corporation shall contribute the stock of certain controlled foreign corporations to its direct, wholly owned subsidiary Halliburton Affiliates Corporation, a Delaware corporation ("HAC") and the stock of HHI owned by the Surviving Corporation to Halliburton International, Inc. ("HII"); promptly thereafter the Surviving Corporations shall distribute to Newco all of the outstanding stock of BRHI, HII, Landmark Graphics Corporation and HAC.

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## ARTICLE V

### TERMINATION AND AMENDMENT

Section 5.1 *Termination.* This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of the Company, Holdco or Mergeco if it should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither the Company, Holdco or Mergeco nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

Section 5.2 *Amendment.* This Agreement may be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.1 *Governing Law.* Except with respect to matters contained herein governed by the DGCL, this Agreement has been executed and delivered in the State of Texas and shall be

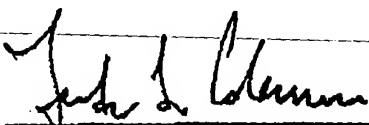
governed by and construed and enforced under the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law.

Section 6.2 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

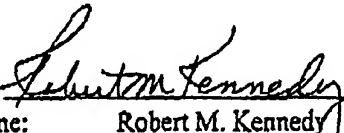
Section 6.3 *Entire Agreement*. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

IN WITNESS WHEREOF, Holdco, Mergeco and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

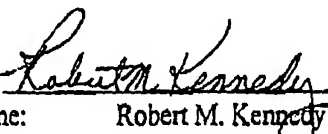
HALLIBURTON COMPANY

By:   
Name: Lester L. Coleman  
Title: Executive Vice President and  
General Counsel

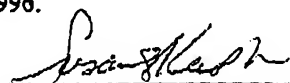
HALLIBURTON HOLD CO.

By:   
Name: Robert M. Kennedy  
Title: Vice President

HALLIBURTON MERGE CO.

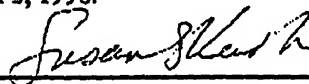
By:   
Name: Robert M. Kennedy  
Title: Vice President

I, Susan S. Keith, Vice President and Secretary of Halliburton Company do hereby certify that the Board of Directors of Halliburton Company has approved and adopted this Agreement by duly authorized written consent dated December 5, 1996.



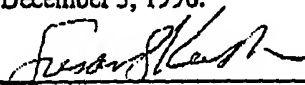
Susan S. Keith  
Vice President and Secretary

I, Susan S. Keith, Vice President and Secretary of Halliburton Hold Co. do hereby certify that the Board of Directors of Halliburton Hold Co. has approved and adopted this Agreement by duly authorized written consent dated December 5, 1996.



Susan S. Keith  
Vice President and Secretary

I, Susan S. Keith, Vice President and Secretary of Halliburton Merge Co. do hereby certify that the Board of Directors of Halliburton Merge Co. has approved and adopted this Agreement by duly authorized written consent dated December 5, 1996.



Susan S. Keith  
Vice President and Secretary

VEHOU03:27161.1

**CERTIFICATE**

Pursuant to Section 251(g) of the  
General Corporation Law of the State of Delaware

Agreement and Plan of Reorganization

dated as of December 11, 1996 among

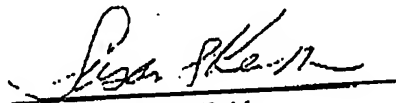
Halliburton Company, Halliburton Hold Co.

and Halliburton Merge Co.

\_\_\_\_\_  
This Certificate of Merger shall be effective at 11:30 a.m., Eastern Standard Time, on December 12, 1996.

\_\_\_\_\_  
Halliburton Company

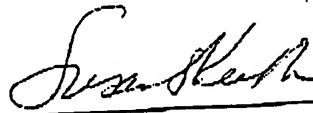
The undersigned, Susan S. Keith, does hereby certify that she is the duly elected and currently acting Secretary of Halliburton Company, a Delaware corporation and one of the constituent corporations to the Merger (as hereinafter defined), and she does hereby further certify (i) that the Agreement and Plan of Reorganization dated as of December 11, 1996 among Halliburton Company, Halliburton Hold Co., a Delaware corporation, and Halliburton Merge Co., a Delaware corporation (the "Merger Agreement"), attached to this Certificate of Merger and providing for the merger (the "Merger") of Halliburton Merge Co. with and into Halliburton Company pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, was duly adopted by Halliburton Company by action of its board of directors and without any vote of stockholders pursuant to the said Section 251(g) and (ii) that the conditions specified in the first sentence of the said Section 251(g) have been satisfied.



Susan S. Keith  
Secretary  
Halliburton Company

Halliburton Merge Co.

The undersigned, Susan S. Keith, does hereby certify that she is the duly elected and currently acting Secretary of Halliburton Merge Co., a Delaware corporation and one of the constituent corporations to the Merger (as hereinafter defined), and she does hereby further certify (i) that the Agreement and Plan of Reorganization dated as of December 11, 1996 among Halliburton Company, a Delaware corporation, Halliburton Hold Co., a Delaware corporation, and Halliburton Merge Co. (the "Merger Agreement"), attached to this Certificate of Merger and providing for the merger (the "Merger") of Halliburton Merge Co. with and into Halliburton Company pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, was duly adopted by Halliburton Merge Co. by action of its board of directors and without any vote of stockholders pursuant to the said Section 251(g) and (ii) that the conditions specified in the first sentence of the said Section 251(g) have been satisfied.



Susan S. Keith  
Secretary  
Halliburton Merge Co.



*State of Delaware*  
*Office of the Secretary of State*

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"HALLIBURTON GEOPHYSICAL SERVICES, INC.", A DELAWARE CORPORATION,

"HALLIBURTON LOGGING SERVICES, INC.", A TEXAS CORPORATION,

"HGS INCORPORATED", A NEVADA CORPORATION,

"OTIS ENGINEERING CORPORATION", A DELAWARE CORPORATION,

"SIERRA GEOPHYSICS, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "HALLIBURTON COMPANY" UNDER THE NAME OF "HALLIBURTON COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JUNE, A.D. 1993, AT 11 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

0170416 8100M

981019164

AUTHENTICATION:

8869902

DATE:

01-16-98

625193

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**HALLIBURTON GEOPHYSICAL SERVICES, INC.; HALLIBURTON  
LOGGING SERVICES, INC.; OTIS ENGINEERING CORPORATION;  
HGS INCORPORATED; and SIERRA GEOPHYSICS, INC.**

**INTO**

**HALLIBURTON COMPANY**

Halliburton Company, A corporation organized and existing under and by virtue of the General Corporation Law of Delaware;

**DOES HEREBY CERTIFY:**

**FIRST:** That Halliburton Company was incorporated on the 1st day of July, 1924, pursuant to the General Corporation Law of Delaware.

**SECOND:** That Halliburton Company owns all of the outstanding shares of the stock of Halliburton Geophysical Services, Inc., a corporation incorporated on the 28th day of December, 1950, pursuant to the General Corporation Law of Delaware; and

That Halliburton owns all of the outstanding shares of the stock of Halliburton Logging Services, Inc., a corporation incorporated on the 24th day of January, 1955, pursuant to the Texas Business Corporation Act of the State of Texas; and

---

That Halliburton Company owns all of the outstanding shares of the stock of Otis Engineering Corporation, a corporation incorporated on the 16th day of June, 1959, pursuant to the General Corporation Law of the State of Delaware; and

That Halliburton Company owns all of the outstanding shares of HGS Incorporated, a corporation incorporated on the 5th day of December, 1950, pursuant to the General Corporation Law of the State of Nevada; and

That Halliburton Company owns all of the outstanding shares of each class of the stock of Sierra Geophysics, Inc. a corporation incorporated on the 10th day of January, 1978, pursuant to the General Corporation Law of the State of California.

**THIRD:** That Halliburton Company, by the following resolutions of its Board of Directors, duly adopted at a meeting held on the 18th day of May, 1993, determined to and did merge into Halliburton Company, as the surviving corporation, said Halliburton Geophysical Services, Inc.; Halliburton Logging Services, Inc.; Otis Engineering Corporation, Inc.; HGS Incorporated; and Sierra Geophysics, Inc.:

**RESOLVED**, that Halliburton Company, being the owner of all of the outstanding shares of Halliburton Geophysical Services, Inc., a Delaware corporation, does hereby merge into Halliburton Company, as the surviving corporation, said Halliburton Geophysical Services, Inc., and assume all of its obligations; and further

**RESOLVED**, that the merger shall become effective on the first day of July, 1993, at 12:01 a.m. CDT; and further

**RESOLVED**, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Halliburton Geophysical Services, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County, Delaware; and to cause certified copies thereof to be filed in such other states and counties as may be required; and to do all acts and things whatsoever whether within or without the State of Delaware which may be in anywise necessary or proper to effect said merger.

It was further:

**RESOLVED**, that Halliburton Company, being the owner of all of the outstanding shares of Halliburton Logging Services, Inc., a Texas corporation, does hereby merge into Halliburton Company, as the surviving corporation, said Halliburton Logging Services, Inc. and assume all of its obligations; and further

**RESOLVED**, that the merger shall become effective on the first day of July, 1993, at 12:01 a.m. CDT; and further

**RESOLVED**, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Halliburton Logging Services, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County, Delaware; to make and execute Articles of Merger of Halliburton Logging Services, Inc. into Halliburton Company and cause the same to be filed with the Secretary of State of the State of Texas; and to cause certified copies of the foregoing documents to be filed in such other states and counties as may be required; and to do all acts and things

whatsoever, whether within or without the States of Delaware and Texas, which may be in anywise necessary or proper to effect said merger.

It was further:

**RESOLVED**, that Halliburton Company, being the owner of all of the outstanding shares of Otis Engineering Corporation, a Delaware corporation, does hereby merge into Halliburton Company, as the surviving corporation, said Otis Engineering Corporation and assume all of its obligations; and further

**RESOLVED**, that the merger shall be effective on the first day of July, 1993, at 12:01 a.m. CDT; and further

**RESOLVED**, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Otis Engineering Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County, Delaware; and to cause certified copies thereof to be filed in such other states and counties as may be required; and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

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It was further:

**RESOLVED**, that Halliburton Company, being the owner of all of the outstanding shares of HGS Incorporated, a Nevada corporation, does hereby merge into Halliburton Company, as the surviving corporation, said HGS Incorporated and assume all of its obligations; and further

**RESOLVED**, that the merger shall become effective on the first day of July, 1993, at 12:15 a.m. CDT; and further

**RESOLVED**, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said HGS Incorporated and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County, Delaware; to make and execute Articles of

Merger of HGS Incorporated into Halliburton Company and cause the same to be filed with the Secretary of State of the State of Nevada; and to cause certified copies of the foregoing documents to be filed in such other states and counties as may be required; and to do all acts and things whatsoever, whether within or without the States of Delaware and Nevada, which may be in anywise necessary or proper to effect said merger.

It was further:

**RESOLVED**, that Halliburton Company, being the owner of all of the outstanding shares of Sierra Geophysics, Inc., a California corporation, does hereby merge into Halliburton Company, as the surviving corporation, said Sierra Geophysics, Inc. and assume all of its obligations; and further

**RESOLVED**, that the merger shall be effective on the first day of July, 1993, at 12:01 a.m. CDT; and further

**RESOLVED**, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Sierra Geophysics, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and certified copies to be recorded in the office of the Recorder of Deeds of New Castle County, Delaware and filed with the Secretary of State of the State of California, and to cause certified copies thereof to be filed in such other states and counties as may be required; and to do all acts and things whatsoever, whether within or without the States of Delaware and California, which may be in anywise necessary or proper to effect said merger.

**FOURTH:** Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of Halliburton Company at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said Halliburton Company has caused this Certificate to be signed by Thomas H. Cruikshank, its Chairman of the Board and Chief Executive Officer, and attested by John M. Allen, a duly elected and serving Assistant Secretary, this 24th day of June, 1993.

HALLIBURTON COMPANY

BY: Thomas H. Cruikshank  
Thomas H. Cruikshank  
Chairman of the Board  
and Chief Executive Officer

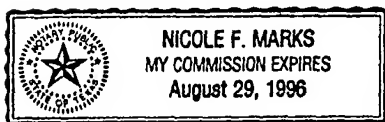
ATTEST:

BY: John M. Allen  
John M. Allen  
Assistant Secretary

STATE OF TEXAS     )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Thomas H. Cruikshank, Chairman of the Board and Chief Executive Officer, and John M. Allen, Assistant Secretary, of Halliburton Company, a Delaware corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of June, 1993.



Nicole F. Marks  
Notary Public, State of Texas  
My commission expires: 8/29/96

EMPLOYEE NAME IAN T. WICKERMANPAYROLL NUMBER 28452

## ASSIGNMENT OF INVENTIONS AND COMPANY INFORMATION AGREEMENT

In consideration of my employment by OTIS ENGINEERING CORPORATION or any subsidiary thereof (hereinafter, collectively referred to as "OTIS"), I hereby agree as follows:

### I.

#### ASSIGNMENT OF INVENTIONS

- A. I agree to disclose promptly and in writing to OTIS and I hereby assign and agree to assign and bind my heirs, executors, or administrators to assign to OTIS or its designee, assigns, successors or legal representatives, any and all inventions, processes, diagrams, methods, apparatus, compositions of matter, designs, computer programs, algorithms, or any improvements thereof (all hereinafter collectively called "inventions") whatsoever discovered, conceived, and/or developed, either individually or jointly with others, during the course of my employment with OTIS, or using OTIS's time, data, facilities and/or materials, provided the subject matter is one within a field of interest of OTIS. My obligations under this paragraph apply without regard to whether an idea for an invention or a solution to a problem occurs to me on the job, at home, or elsewhere. I further agree that all such inventions are OTIS's exclusive property, whether or not protected by a patent or copyright. If OTIS is not interested in one or more of my inventions, a waiver allowing me to independently pursue such inventions may be issued by the Senior Technical Officer.
- B. Subject matter within a field of interest of OTIS includes any field of interest that has been worked on by OTIS in the past, in which there is work in progress at OTIS at the date of or during my employment with OTIS, and projects or other operations at OTIS planned for the future. It is expressly understood that this agreement does not apply to any of my patents or patent applications filed or based on inventions made prior to my employment with OTIS or to matters (other than matters within a field of interest of OTIS) which are exclusively of personal interest.
- C. I shall assist OTIS at any time during or after my employment is terminated, at OTIS's expense, in the preparation, prosecution, issuance, procurement, execution, and delivery of any disclosures, patent applications, or papers within the scope and intent of this agreement required to obtain patents in this or in other countries and in connection with such other proceedings as may be necessary to vest title thereto in OTIS, its assigns, successors, or legal representatives. If such assistance takes place after my employment is terminated, I shall be paid by OTIS at a reasonable rate for any time that I actually spend in such work at OTIS's request.

### II.

#### COMPANY INFORMATION

- A. I recognize that my position with OTIS is one of highest trust and confidence by reason of my access to and contact with the trade secrets and confidential and proprietary business information of OTIS. I shall use my best efforts and exercise utmost diligence to protect and safeguard the trade secrets and confidential or proprietary information of OTIS. As used herein, the terms "trade secrets" and "confidential information" shall include any information contained in any

"invention", as that term is defined in Section 1A hereof, together with any information obtained by me in the course of my employment which relates to OTIS's business from, or in the form of, specifications, drawings, blueprints, reproductions, computer programs, tapes, card decks and the like.

- B. Except as may be required by OTIS in connection with and during my employment with OTIS or with the express written permission of OTIS, I shall not, either during my employment with OTIS or thereafter, directly or indirectly, use for my own benefit or for the benefit of another, or disclose to another, any trade secret or confidential or proprietary information (whether or not acquired, learned, obtained or developed by myself alone or in conjunction with others) of OTIS, its customers, contractors or of others with which OTIS has a business relationship.
- C. I further agree that all memoranda, notes, records, drawings, invention documentations, materials embodying trade secrets and confidential information of OTIS, or other documents made or compiled by me or made available to me while employed by OTIS concerning any process, apparatus or products manufactured, used, developed, investigated or considered by OTIS or concerning any other OTIS activity shall be the property of OTIS and shall be delivered to OTIS upon termination of my employment or at any other time upon request.

### III.

#### MISCELLANEOUS

- A. Nothing contained in this agreement shall be construed as impairing my right or the right of OTIS to terminate employment hereunder.
- B. My obligations under this agreement shall continue whether or not my employment with OTIS shall be terminated voluntarily or involuntarily, with or without cause.
- C. This agreement shall be binding upon and inure to the benefit of OTIS, its successors in business and upon me, my heirs, executors and administrators.
- D. This agreement replaces all previous agreements relating to the same or similar matters which I may have entered into with OTIS with respect to my present and any future period of employment by OTIS. This agreement may not be modified in any respect by any verbal statement, representation or agreement made by any other employee or OTIS, or by a written document signed by any employee of OTIS other than an officer thereof.
- E. The law of the State of Texas will govern the interpretation, validity and effect of this agreement without regard to the place of execution or the place of performance thereof.

Signature Date 02 MAY 1990

DEC-1177-6

## PATENT AGREEMENT OF HALLIBURTON COMPANY

The undersigned employee, so long as he is in the employ of Halliburton Company and/or its subsidiaries, as soon as he shall have conceived, devised or invented, in whole or in part, and either solely or jointly, with any other person or persons, any process, machine, manufacture or composition of matter relating to business of the Company, or any improvement thereof, shall, and hereby agrees to submit to the Patent Department of the Company, or to such other person as the Company may direct, a full disclosure of such conception or invention. This disclosure shall include a sketch of the invention, where possible of illustration, together with a description thereof, and shall bear the signature of the inventor, and the date upon which he signed the sketch or description. The sketch or description shall be witnessed by at least two persons who shall also sign and date the same and to whom the invention must have been fully disclosed.

In consideration of the agreement of the company to employ or continue to employ the undersigned, it being understood that such employment may be terminated at the will of the Company, the undersigned hereby agrees to assign to the Company, its successors and assigns, his entire right, title, and interest in and to all inventions which relate to Company business and all applications for Letters Patent thereon which may be filed; it being expressly agreed that any application for Letters Patent made by the undersigned within one year after the termination of his period of employment with the Company covering or relating to any matters of Company business shall be deemed to cover inventions conceived during the term of his employment with the Company and shall be subject to this Agreement.

The undersigned also agrees that, whenever the Company shall request it, he will without further consideration apply for Letters Patent for any or all of such inventions in all countries desired by the Company, but at the expense of the Company, and will sign any and all papers, take all lawful oaths and do all lawful acts required in or concerning such applications, and/or divisions, continuations or renewals thereof and any application for the reissuance of patents granted thereon or on such divisions, continuations or renewals of such applications and will at the expense of the Company assist in all proper ways, as by giving testimony in the conduct of any interference proceeding or litigation in which the priority or originality of inventions respecting any of said inventions or the validity or the scope of patents granted thereon shall be involved or concerned.

The Company may make special awards for inventions from time to time but nothing herein contained shall be construed as obligating the Company to make a special award for any invention.

The undersigned also agrees that he will not, during or at any time after the period of his employment by the Company, use for himself or others, or divulge to others any secret or confidential information, knowledge, or data of the Company, obtained as a result of his employment, unless authorized by the Company in writing.

The undersigned further agrees that all memoranda, notes, records, drawings, or other documents made or compiled by him or made available to him while employed by the Company concerning any process, apparatus, or product manufactured, used, developed, investigated, or considered by the Company or concerning any other Company activity shall be the Company's property and shall be delivered to the Company on the termination of his employment or at any other time upon request.

This Agreement may not be considered as modified in any respect by any verbal statement made by any employee of the Company with the undersigned, or by any written document by an employee of the Company other than an officer thereof.

As used herein the term Company shall mean Halliburton Company, a Delaware Corporation, of Duncan, Oklahoma.

The undersigned further declares that he does not now own or claim any patents, patent rights or inventions relating to business of the Company other than the following, which have not been assigned to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_, 19 \_\_\_\_  
this 20 day of OCTOBER, 19 88

Patrick L. Yarr  
Signature of Employee

PATRICK L. YARR  
Name Typed or Printed



**GEARHART**  
THE GO COMPANYEMPLOYEE CONSENT  
AND  
RELEASE AGREEMENT

FORM J

The undersigned (hereinafter called the "Employee") is either presently employed or desires to be employed by GEARHART INDUSTRIES, INC., a Texas corporation domiciled in Fort Worth, Tarrant County, Texas (hereinafter called the "Company") and the Company is agreeable that the Employee be or continue to be employed, provided that the Employee will abide by the agreements and covenants below set forth.

By signing this Agreement, the Employee acknowledges his or her understanding of the following:

(1) The Employee acknowledges that the Company's policy prohibits, and does not tolerate, unauthorized use or possession of alcoholic beverages, drugs, whether legal or illegal, or controlled substances at work, or on Company property, or at Company worksites, or reporting for work under the influence of alcoholic beverages, such drugs or controlled substances or other use of illegal drugs or controlled substances. For this purpose, an illegal drug or controlled substance is any drug or drug form or substance that the use, sale or possession of which is prohibited or controlled by applicable local, state or federal laws, and includes without limitation, an amphetamine, a formulation of amphetamine, a narcotic, any derivative of a narcotic drug, and a dangerous or behavior influencing (whether stimulant, tranquilizer or hallucinogenic) substance.

(2) The Employee further acknowledges that failure to observe the foregoing prohibitions and/or refusal to permit any of the aftermentioned will lead to immediate discipline up to and including termination in accordance with pertinent Management Policy.

(3) The Employee understands that it is necessary to eliminate drugs, controlled substances and alcohol in connection with employment with the Company for the purpose, among other things, of preventing unnecessary accidents, personal injuries and damage to equipment and of promoting efficiency, good health, productivity, responsibility and good customer relations.

Accordingly, in consideration of TEN DOLLARS paid to the Employee by the Company and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Company's agreement to employ or continue to employ him or her, the Employee agrees as follows:

1. The Employee by his/her signature hereto accepts that storage lockers and other accommodation provided by the Company belong to the Company to which the Employee has only a temporary license to use, and agrees, consents, and authorizes the Company to search such storage lockers and other accommodation and his/her person, possessions, personal effects, vehicle and other property located on Company property or worksites for alcoholic beverages, drugs, controlled substances and drug paraphernalia.

2. The Employee further agrees and consents to the collection of blood, urine, saliva and other body fluids and issue for testing for alcohol, drugs and other controlled substances, to the conduct of other medical and physical examinations and tests, and of polygraph tests, and the release of test results to the Company for whatever use the Company deems appropriate.

3. The Employee understands that consent and agreement to the foregoing may waive the right, if any, of the Employee to challenge the legality of the foregoing.

4. The Employee agrees that this Agreement shall continue to be binding and controlling in the event of assignment thereof by the Company or upon acquisition of it in any other manner by the Company's successor, if any.

5. This Agreement shall be enforced and interpreted under the laws of the State of Texas.

DATED this 19th day of Dec., 1985, in Beaumont, Texas, where the obligations contained in this Agreement are performable.

COMPANY:  
GEARHART INDUSTRIES, INC.  
P. O. Box 1936  
Fort Worth, Texas 76101

By Brenda Reed  
EMPLOYEE:

ADDRESS: 5940 N. Beech

Beaumont, Tx 77706

STATE OF Texas

COUNTY OF Jackson

BEFORE ME, the undersigned authority on this day personally appeared Patrick L. Zark (the Employee), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 1985.

Notary Public, Kay Galloway

My commission expires: 5-17-88

EMP001

G-1283J 10-85



**CONFIDENTIALITY AGREEMENT  
AND  
COVENANT NOT TO COMPETE**

The undersigned (hereinafter called the "Employee") is either presently employed or desires to be employed by Gearhart Industries, Inc., a Texas corporation domiciled in Fort Worth, Tarrant County, Texas (hereinafter called the "Company") and the Company is agreeable that the Employee be or continue to be employed, provided that the Employee will abide by the agreements and covenants below set forth.

By signing this Agreement, the Employee acknowledges his or her understanding of the following:

(1). All companies have information not generally known outside the company, called confidential information. All companies must conduct their business through their employees and consequently many employees must have access to confidential information. At times an employee himself or herself may generate confidential information as a part of his or her job;

(2). The phrase "confidential information" as used in this Agreement comprises any technical, economic, financial, marketing, or other information which is not, at the time of disclosure to the Employee, common knowledge among competitors or other persons who might like to possess such information or might find it useful and includes, without prejudice to the foregoing generality, any formula, pattern, device, knowhow, or compilation of information used by the Company that gives the Company an advantage over competitors who do not know or use it. Some examples include customer lists, items in research or development, methods of manufacture, scientific studies or analyses, details of training methods, new products, new uses for old products, reengineering technology, merchandising and selling techniques, and information on contracts and licenses, purchasing, accounting, long-range planning, financial plans and results, etc. This list is merely illustrative and the confidential information covered by this Agreement is not limited to such illustrations. Where the context requires or permits the word "Company" shall also mean and extend to and include the subsidiaries and affiliates of the Company and the phrase "confidential information" with reference to the Company shall mean, extend to and include the confidential information of the subsidiaries and affiliates of the Company; and

(3). The Company's confidential information represents the most important, valuable, and unique aspect of the Company's business, and it would be seriously damaged if the Employee released confidential information to others or departed and took with him or her confidential information for the purpose of himself or herself competing against the Company or disclosing such information to the Company's competitors, now existing or hereafter formed.

Accordingly, in consideration of TEN DOLLARS paid to the Employee by the Company and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Company's agreement to employ or continue to employ him or her, the Employee agrees as follows:

1. Whether during or after his or her employment with the Company, the Employee shall not, directly or indirectly at any time or in any place, disclose to any others (excepting Company officers or employees having a need to know) or use in any way other than in connection with the business and affairs of the Company any confidential information originated or acquired by the Employee while employed by the Company. The Employee undertakes (i) not, without the authority of the Company, to remove from the premises of the Company any of the Company's records or other written materials (whether prepared by the Employee or others) or any copy thereof containing any confidential information and (ii) if so removed with authority, to keep such records or written materials or copies thereof safe and secure and to return all such to the Company on demand or when the purpose for which they have been removed is complete.

2. In the event that the Employee's employment with the Company is terminated for any reason, with or without cause, the Employee covenants that he shall not, either individually or as an agent or employee of any business enterprise with which he may have become associated or in which he may have an interest, directly or indirectly for himself or on behalf of any other person or business entity engage in any business venture or other undertaking which is competitive with the Company's business or operations. Provided, however, this covenant not to compete shall be limited to a territory consisting of the area contained within any circle of radius 100 miles having as its center any location at which the Company is then doing business and shall be effective only for the period of two years immediately following the date of the Employee's termination of employment.

3. The Employee understands and agrees that his or her violation of any of the provisions of this Agreement will constitute irreparable injury to the Company immediately authorizing the Company to enjoin the Employee or any person with which he or she may have become associated from further violations, in addition to all other rights and remedies to which the Company may have under law and equity, including recovery of damages from the Employee. The Employee further recognizes that such violations may also make him or her subject to prosecution under applicable criminal statutes and that in the event of the Company employing attorneys and successfully enforcing the covenants and agreements herein contained, the Employee shall be liable to pay the Company's reasonable attorneys' fees and related legal costs.

WIRELINE SERVICES

4. The Employee agrees that this Agreement shall continue to be binding and controlling in the event of assignment thereof by the Company or acquisition of it in any other manner by the Company's successor, if any.

5. This Agreement shall be enforced and interpreted under the laws of the State of Texas.

DATED this 26<sup>th</sup> day of Aug., 1981, in Ft. Worth, where the obligations contained in this Agreement are performable.

ACCEPTED [Signature] (Employee)

ADDRESS: Ft. Worth

GEARHART INDUSTRIES, INC.

BY: \_\_\_\_\_

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority on this day personally appeared Patrick L. York (the Employee) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of August, 1981

Notary Public, [Signature]

My Commission Expires: 3-9-85

## COVENANT AGAINST UNFAIR COMPETITION

The undersigned (hereinafter called the "Employee") is either presently employed or desires to be employed by Gearhart Industries, Inc., a Texas corporation domiciled in Fort Worth, Tarrant County, Texas (hereinafter called the "Company") and the Company is agreeable that the Employee be or continue to be employed, provided that the Employee will abide by the agreements and covenants below set forth.

By signing this Agreement, the Employee acknowledges his or her understanding of the following:

(1). All companies have information not generally known outside the company, called confidential information. All companies must conduct their business through their employees and consequently many employees must have access to confidential information. At times an employee himself or herself may generate confidential information as a part of his or her job;

(2). The phrase "confidential information" as used in this Agreement comprises any technical, economic, financial, marketing, or other information which is not, at the time of disclosure to the Employee, common knowledge among competitors of the Company or other persons who might like to possess such information or might find it useful and includes, without prejudice to the foregoing generality, any formula, pattern, device, knowhow, or compilation of information used by the Company that gives the Company an advantage over competitors or others who do not know or use it. Some examples include customer lists, credit information, items in research or development, methods of manufacture, scientific studies or analyses, details of training methods, new products or techniques, and information on contracts and licenses, purchasing, accounting, long-range planning, financial plans and results, etc. This list is merely illustrative and the confidential information covered by this Agreement is not limited to such illustrations. Where the context requires or permits the word "Company" shall also mean and extend to and include the subsidiaries and affiliates of the Company and the phrase "confidential information" with reference to the Company shall mean, extend to and include the confidential information of the subsidiaries and affiliates of the Company;

(3). The Employee, because of his or her position of trust and confidence in the Company has been or will be entrusted with confidential information of the Company. The Company's confidential information represents the most important, valuable, and unique aspect of the Company's business, and it would be seriously damaged if the Employee released confidential information to others or departed and took with him or her confidential information for the purpose of himself or herself competing against the Company or disclosing such information to the Company's competitors, now existing or hereafter formed.

Accordingly, in consideration of TEN DOLLARS paid to the Employee by the Company and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Company's agreement to employ or continue to employ him or her, the Employee agrees as follows:

1. Whether during or after his or her employment with the Company, and however terminated, the Employee shall not, directly or indirectly at any time or in any place, disclose to any others (excepting Company officers or employees having a need to know) or use in any way other than in connection with the business and affairs of the Company any confidential information originated or acquired by the Employee while employed by the Company. The Employee undertakes (i) not, without the authority of the Company, to remove from the premises of the Company any of the Company's records or other written materials (whether prepared by the Employee or others) or any copy thereof containing any confidential information and (ii) if so removed with authority, to keep such records or written materials or copies thereof safe and secure and to return all such to the Company on demand or when the purpose for which they have been removed is complete.

2. The Employee recognizes that the Company carries on business at numerous locations situated throughout the United States of America, and elsewhere, and that in the course of employment he or she shall or may have close contact with the Company's customers and obtain information relating to such customers which is the Company's confidential information. In order to protect the Company against disclosure of the Company's confidential information, and to shield the Employee from pressure to use or disclose the Company's confidential information, and permit third parties to compete unfairly against the Company, in the event that the Employee's employment with the Company is terminated for any reason, with or without cause, the Employee covenants that: if he or she shall become interested in any business enterprise which is in competition with the business or operations of the Company, whether as agent, consultant, employee, shareholder, partner or otherwise, howsoever, he or she shall not solicit or approach or otherwise directly or indirectly contact or be associated in any respect with any person who is at the time of such termination or has at any time during the period of one year immediately prior to such termination been a customer of the Company; and for the purpose hereof it is expressly declared that a person who is or has been a customer of the Company shall include any individual, firm or corporation and any person who is for the time being an agent, consultant, employee, shareholder or partner of thereof. Provided, however, this covenant not to compete shall be limited to a territory consisting of the area contained within any circle of radius 100 miles having as its center any location at which the Company is then doing business and where the Employee is at the time of such termination or has at any time during the period of one year prior to such termination been employed by the Company, and shall be effective only for the period of two years immediately following the date of the Employee's termination of employment.

3. In the event that the Employee should find the limitation imposed by the provisions of Clause 2 of this Agreement a serious handicap to him or her in securing further employment, the Employee agrees and undertakes that he or she will make written request to the Company for a waiver of designated limitations before accepting employment or otherwise becoming associated or interested in any business in conflict with the provisions of Clause 2 of this Agreement or any of them, such request to include the name and address of the organization with which he or she seeks employment or to become interested or associated, as the case might be, and his or her intended location, position and duties. A waiver, unqualified or upon stated conditions, may be granted by the Company in its discretion and shall not be unreasonably withheld and request for such a waiver subsequently granted shall be deemed to be, and the Employee accepts that it shall be, agreement by the Employee that the whole provisions of this Agreement shall remain in effect and binding upon the Employee except to the extent specifically waived by the Company. The refusal or failure of the Company to grant a waiver, or to grant an unqualified waiver, shall not give the Employee any right or cause of action nor shall it be construed as a breach of this Agreement.

G-1263E 7-83

DOMESTIC FIELD SERVICES

4. Without prejudice to the other provisions of this Agreement, the Employee shall at all times observe and comply with the provisions of the Company's Policy Manual(s) as from time to time in effect including, without limitation, those relating to conflicts of interest, and shall not be engaged or be otherwise interested in any other business activity whether or not such business activity is pursued for profit or other pecuniary advantage. However, such restriction shall not be construed as preventing the Employee from making investments in any business enterprise so long as the Employee will not be required to render personal services to any such business enterprise and so long as not contrary to the provisions of the Company's Policy Manual(s).

5. The Employee acknowledges that the solicitation or encouragement by third parties of employees of the Company to leave such employment is detrimental to the interests of the Company and the Employee covenants that during the period of two years immediately following the date of the Employee's termination of employment, regardless of the reason for such termination and whether with or without cause, he or she shall not solicit or encourage any employee of the Company to leave such employment.

6. The Employee understands and agrees that his or her violation of any of the provisions of this Agreement will constitute irreparable injury to the Company immediately authorizing the Company to enjoin the Employee or any person with which he or she may have become associated from further violations, in addition to all other rights and remedies to which the Company may have under law and equity, including recovery of damages from the Employee. The Employee further recognizes that such violations may also make him or her subject to prosecution under applicable criminal laws and that in the event of the Company employing attorneys and successfully enforcing the covenants and agreements herein contained, the Employee shall be liable to pay the Company's reasonable attorneys' fees and related legal costs.

7. Employment or continued employment of the Employee by the Company, unless otherwise expressly agreed in writing by the Company, may be terminated at the will of the Company, with or without cause, and nothing contained in this Agreement, the Company's Policy Manual(s) or other statements of policy, rules or regulations, published or unpublished shall be deemed to give rise to any implied agreement to the contrary.

8. The Employee agrees that this Agreement shall continue to be binding and controlling in the event of assignment thereof by the Company or upon acquisition of it in any other manner by the Company's successor, if any.

9. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. This Agreement, unless otherwise expressly agreed in writing at the time hereof by the Company, supersedes all existing agreements between the Employee and the Company relating to the Employee's employment which are hereby cancelled and of no further effect, and this Agreement shall be enforced and interpreted under the laws of the jurisdiction in which enforcement is sought.

EXECUTED in multiple counterparts (each of which shall be deemed an original) on this 5<sup>th</sup> day of June, 1984

COMPANY:

GEARHART INDUSTRIES, INC.  
P.O. BOX 1936  
FORT WORTH, TEXAS

BY: Bonnie Road

EMPLOYEE:

ADDRESS:

7600 W. Tidwell, #100  
Houston, TX 77040

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Pat L. York (the Employee) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of June, 1984

Notary Public, Betty M. Evans

My Commission Expires: 10/13/84



CONFIDENTIALITY AGREEMENT  
WITH  
COVENANT NOT TO COMPETE

FORM B

The undersigned (hereinafter called the "Employee") is either presently employed or desires to be employed by Gearhart Industries, Inc., a Texas corporation domiciled in Fort Worth, Tarrant County, Texas (hereinafter called the "Company") and the Company is agreeable that the Employee be or continue to be employed, provided that the Employee will abide by the agreements and covenants below set forth.

By signing this Agreement, the Employee acknowledges his or her understanding of the following:

(1). All companies have information not generally known outside the company, called confidential information. All companies must conduct their business through their employees and consequently many employees must have access to confidential information. At times an employee himself or herself may generate confidential information as a part of his or her job;

(2). The phrase "confidential information" as used in this Agreement comprises any technical, economic, financial, marketing, or other information which is not, at the time of disclosure to the Employee, common knowledge among competitors of the Company or other persons who might like to possess such information or might find it useful and includes, without prejudice to the foregoing generality, any formula, pattern, device, knowhow, or compilation of information used by the Company that gives the Company an advantage over competitors or others who do not know or use it. Some examples include customer lists, credit information, items in research or development, methods of manufacture, scientific studies or analyses, details of training methods, new products or techniques, and information on contracts and licenses, purchasing, accounting, long-range planning, financial plans and results, etc. This list is merely illustrative and the confidential information covered by this Agreement is not limited to such illustrations. Where the context requires or permits the word "Company" shall also mean and extend to and include the subsidiaries and affiliates of the Company and the phrase "confidential information" with reference to the Company shall mean, extend to and include the confidential information of the subsidiaries and affiliates of the Company;

(3). The Employee, because of his or her position of trust and confidence in the Company has been or will be entrusted with confidential information of the Company. The Company's confidential information represents the most important, valuable, and unique aspect of the Company's business, and it would be seriously damaged if the Employee released confidential information to others or departed and took with him or her confidential information for the purpose of himself or herself competing against the Company or disclosing such information to the Company's competitors, now existing or hereafter formed.

Accordingly, in consideration of TEN DOLLARS paid to the Employee by the Company and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Company's agreement to employ or continue to employ him or her, the Employee agrees as follows:

1. Whether during or after his or her employment with the Company, and however terminated, the Employee shall not, directly or indirectly at any time or in any place, disclose to any others (excepting Company officers or employees having a need to know) or use in any way other than in connection with the business and affairs of the Company any confidential information originated or acquired by the Employee while employed by the Company. The Employee undertakes (i) not, without the authority of the Company, to remove from the premises of the Company any of the Company's records or other written materials (whether prepared by the Employee or others) or any copy thereof containing any confidential information and (ii) if so removed with authority, to keep such records or written materials or copies thereof safe and secure and to return all such to the Company on demand or when the purpose for which they have been removed is complete.

2. The Employee recognizes that the Company carries on business at numerous locations situated throughout the United States of America, and elsewhere, and that in the course of employment he or she shall or may have close contact with the Company's customers and obtain information relating to such customers which is the Company's confidential information and that employment or association with or other interest in the business of a competitor of the Company might or would, even in good faith, place him or her in a position in which the Company's confidential information could or might be disclosed or used and in which he or she may be exposed to pressure from such competitors to disclose or use the Company's confidential information. In order to protect the Company against disclosure of the Company's confidential information, and to shield the Employee from pressure to use or disclose the Company's confidential information, in the event that the Employee's employment with the Company is terminated for any reason, with or without cause, the Employee covenants that he or she shall not, either individually or as an agent or employee of any business enterprise with which he or she may have become associated or in which he or she may have an interest, directly or indirectly for himself or herself or on behalf of any other person or business entity, engage in the business or technical area or areas relating to the type or types of work the Employee shall have been engaged in for the Company of any business venture or other undertaking which is competitive with the Company's business or operations. Provided, however, this covenant not to compete shall be limited to a territory consisting of the area contained within any circle of radius 100 miles having as its center any location at which the Company is then doing business and shall be effective only for the period of two years immediately following the date of the Employee's termination of employment.

DOMESTIC FIELD SERVICES

G-12533 7-83

3. In the event that the Employee should find the limitation imposed by the provisions of Clause 2 of this Agreement a serious handicap to him or her in securing further employment, the Employee agrees and undertakes that he or she will make written request to the Company for a waiver of designated limitations before accepting employment or otherwise becoming associated or interested in any business in conflict with the provisions of Clause 2 of this Agreement or any of them, such request to include the name and address of the organization with which he or she seeks employment or to become interested or associated, as the case might be, and his or her intended location, position and duties. A waiver, unqualified or upon stated conditions, may be granted by the Company in its discretion and shall not be unreasonably withheld and request for such a waiver subsequently granted shall be deemed to be, and the Employee accepts that it shall be, agreement by the Employee that the whole provisions of this Agreement shall remain in effect and binding upon the Employee except to the extent specifically waived by the Company. The refusal or failure of the Company to grant a waiver, or to grant an unqualified waiver, shall not give the Employee any right or cause of action nor shall it be construed as a breach of this Agreement.

4. Without prejudice to the other provisions of this Agreement, the Employee shall at all times observe and comply with the provisions of the Company's Policy Manual(s) as from time to time in effect including, without limitation, those relating to conflicts of interest, and shall not be engaged or be otherwise interested in any other business activity whether or not such business activity is pursued for profit or other pecuniary advantage. However, such restriction shall not be construed as preventing the Employee from making investments in any business enterprise so long as the Employee will not be required to render personal services to any such business enterprise and so long as not contrary to the provisions of the Company's Policy Manual(s).

5. The Employee understands and agrees that his or her violation of any of the provisions of this Agreement will constitute irreparable injury to the Company immediately authorizing the Company to enjoin the Employee or any person with which he or she may have become associated from further violations, in addition to all other rights and remedies to which the Company may have under law and equity, including recovery of damages from the Employee. The Employee further recognizes that such violations may also make him or her subject to prosecution under applicable criminal laws and that in the event of the Company employing attorneys and successfully enforcing the covenants and agreements herein contained, the Employee shall be liable to pay the Company's reasonable attorneys' fees and related legal costs.

6. The Employee accepts and agrees that employment or continued employment of the Employee by the Company, unless otherwise expressly agreed in writing by the Company, may be terminated at the will of the Company, with or without cause, and nothing contained in this Agreement, the Company's Policy Manual(s) or other statements of policy, rules or regulations, published or unpublished shall be deemed to give rise to any implied agreement to the contrary; except as so expressly agreed in writing, no guarantee or promise of continued employment by the Company for any length or period of time at all is given, and termination for cause may include, without limitation, the conduct or performance of the Employee, the demand for the products and services of the Company, the labor requirements and/or other efficient organization of the Company, and the financial, economic, market or any other conditions or circumstances affecting the Company.

7. The Employee agrees that this Agreement shall continue to be binding and controlling in the event of assignment thereof by the Company or upon acquisition of it in any other manner by the Company's successor, if any.

8. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. This Agreement, unless otherwise expressly agreed in writing at the time hereof by the Company, supersedes all existing agreements between the Employee and the Company relating to the Employee's employment which are hereby cancelled and of no further effect, and this Agreement shall be enforced and interpreted under the laws of the State of Texas.

EXECUTED in multiple counterparts (each of which shall be deemed an original) on this 5<sup>th</sup> day of June, 1984, in Houston, TX where the obligations contained in this Agreement are performable.

## COMPANY:

GEARHART INDUSTRIES, INC.  
P.O. BOX 1936  
FORT WORTH, TEXAS

BY: Gwendolyn ReedEMPLOYEE: Pat L. YorkADDRESS: 1600 W. Tidwell #100  
Houston, TX 77040

STATE OF Texas  
COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Pat L. York (the Employee) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of June, 1984

Notary Public, Betty M. EvansMy Commission Expires: 10/13/84



## DISCLOSURE AND INVENTION AGREEMENT

The undersigned (hereinafter called the "Employee") is either presently employed or desires to be employed by Gearhart Industries, Inc., a Texas corporation domiciled in Fort Worth, Tarrant County, Texas (hereinafter called the "Company") which is engaged in the business of performing well evaluation services, including wireline, mud logging and measurement while drilling services for the petroleum industry, and manufacturing and selling equipment and supplies which are required to perform such services, and the Company is agreeable that the Employee be or continue to be employed at this time provided that the Employee shall abide by this Agreement and covenants herein set forth.

In consideration of TEN DOLLARS paid to the Employee by the Company, the receipt and sufficiency of which are hereby acknowledged, and the Company's agreement to employ or continue to employ him or her, the Employee agrees as follows:

1. The Employee shall communicate to the Company promptly and fully all know-how, ideas, conceptions, improvements, discoveries, or inventions (whether patentable or not) conceived or made by the Employee (whether solely by the Employee or jointly with others) from the time of entering the Company's employment until one year after the Employee's employment is terminated for any reason (a) which are along the lines of business, activities, or investigations of the Company, or (b) which result from or are suggested by any work which the Employee or other employees do for or on behalf of the Company.
2. The Employee shall at the Company's expense assist the Company during and subsequent to the Employee's employment in every proper way to obtain patents for its own benefit in any or all countries of the world, and to sign all proper papers, patent applications, assignments, and other documents necessary for this purpose, it being understood that such know-how, ideas, conceptions, improvements, discoveries and inventions, patent applications and patents will be and remain the sole exclusive property of the Company, all without further payment or compensation to the Employee.
3. The Employee shall make and maintain adequate current written records of all know-how, ideas, conceptions, improvements, discoveries, and inventions in the form of notebook records, sketches, drawings, or reports, which shall remain the property of and be available to the Company at all times.
4. The Employee represents that, except for obligations and/or agreements (if any) stated on the back of this Agreement, the Employee has no agreements with or obligations to others in conflict with the foregoing and accepts that any conceptions or ideas the Employee now has if further developed into inventions would be assignable to the Company under this Agreement.



5. This Agreement shall be enforced and interpreted under the laws of the State of Texas.

Dated this 26<sup>th</sup> day of AUGUST, 1981 in where the obligations contained herein are performable.

Accepted: Patrick L. York (Employee)

Address: Fort Worth, Tx.

Gearhart Industries, Inc.

By: \_\_\_\_\_

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority on this day personally appeared Patrick L. York (the Employee), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of August, 1981

Notary Public, Donna E. Rose

My Commission Expires: 3-9-85

G-1263A 3-81

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by HALLIBURTON ENERGY SERVICES, INC., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Richard C. Haut, Ian J. Mickelburgh, Ronald G. Dusterhoft, Pat York and Jackie LaFontaine** having made an invention in an **"Expandable Well Screen"** while in the employ of HALLIBURTON ENERGY SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware, doing business at 2601 Beltline Road, Carrollton, Texas, 75006, (sometimes hereinafter called **"ASSIGNEE"**), do hereby ASSIGN, SELL and CONVEY to said ASSIGNEE, its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in a **"Expandable Well Screen"**;
2. United States of America patent application on said invention, Attorney File No. **980306 U1 USA**, U.S. Serial No. **09/220,289**, filed **December 23, 1998**, US Patent No. **6,263,966**, Issued on **July 24, 2001** executed by us, entitled **"Expandable Well Screen"**;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitations, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention for infringement of said patents and like protection;
7. The right to ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

8. All international rights of priority associated with said invention, applications, patents and like protection; and we covenant that we, our heirs, legal representatives, assigns, administrators, and executors will at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Richard C. Haut**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard C. Haut** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Ian J. Mickelburgh**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
**Ian J. Mickelburgh** known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Ronald G. Dusterhoft**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
**Ronald G. Dusterhoft** known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Pat York**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
**Pat York** known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

EXECUTED at \_\_\_\_\_ County, Texas, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Jackie LaFontaine**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **Jackie LaFontaine** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: